

**2016, 2017 & 2018**

**MASTER AGREEMENT**

**Between**

**CHIPPEWA HILLS SCHOOL DISTRICT**

**And**

**CHIPPEWA HILLS SUPPORT PERSONNEL ASSOCIATION  
MEA / NEA**

**Dr. Michael Bob Grover, Superintendent**

**Termination Date: December 31, 2018**

## TABLE OF CONTENTS

AGREEMENT .....	2
ARTICLE 1 PURPOSE AND INTENT .....	2
ARTICLE 2 NON-DISCRIMINATION .....	2
ARTICLE 3 UNION RECOGNITION .....	2
ARTICLE 4 BOARD RIGHTS .....	3
ARTICLE 5 ASSOCIATION REPRESENTATION .....	3
ARTICLE 6 SPECIAL CONFERENCES .....	4
ARTICLE 7 GRIEVANCE PROCEDURE .....	4
ARTICLE 8 DISCHARGE, SUSPENSION OR DISCIPLINE .....	7
ARTICLE 9 SENIORITY .....	8
ARTICLE 10 LAYOFF AND RECALL .....	10
ARTICLE 11 JOB POSTING AND BIDDING PROCEDURES .....	12
ARTICLE 12 NEW POSITION .....	16
ARTICLE 13 TEMPORARY ASSIGNMENTS .....	17
ARTICLE 14 SUPERVISORS .....	18
ARTICLE 15 CONTRACTING AND SUB-CONTRACTING .....	19
ARTICLE 16 EFFECTS OF LEGISLATION .....	19
ARTICLE 17 AGREEMENT OF UNDERSTANDING .....	19
ARTICLE 18 STRIKES AND WORK STOPPAGES .....	19
ARTICLE 19 LEAVES OF ABSENCE .....	20
ARTICLE 20 WORK DAYS AND HOURS .....	21
ARTICLE 21 DRIVER EXTRA TRIPS AND ADDED TIME .....	24
ARTICLE 22 TIME AND ONE-HALF AND DOUBLE TIME .....	25
ARTICLE 23 EQUALIZATION OF OVERTIME HOURS .....	26
ARTICLE 24 HOLIDAY PROVISIONS .....	27
ARTICLE 25 VACATION .....	27
ARTICLE 26 SICK LEAVE .....	28
ARTICLE 27 WORKER'S COMPENSATION .....	29
ARTICLE 28 FUNERAL LEAVE .....	29
ARTICLE 29 SCHOOL CLOSING .....	30
ARTICLE 30 HEALTH, DENTAL AND DISABILITY INSURANCE .....	30
ARTICLE 31 PAY PERIOD AND PAY DAY .....	32
ARTICLE 32 RETROACTIVITY .....	32
ARTICLE 33 CLASS, POSITIONS, RATES .....	32
ARTICLE 34 EXPENSES AND REIMBURSEMENT .....	35
ARTICLE 35 MISCELLANEOUS PROVISIONS .....	35
ARTICLE 36 TERMINATION AND MODIFICATION .....	39
APPENDIX 1 – GRIEVANCE FORM .....	40

## **AGREEMENT**

This Agreement entered into on this **13<sup>th</sup> day of June, 2016** between the Chippewa Hills Schools (hereinafter referred to as the "EMPLOYER") and Chippewa Hills Support Personnel Association MEA/ NEA (hereinafter referred to as the "ASSOCIATION").

### **ARTICLE 1** **PURPOSE AND INTENT**

It is the purpose of this agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions, and other conditions of employment.

### **ARTICLE 2** **NON-DISCRIMINATION**

The Employer and the Association both recognize their responsibilities under federal and state laws pertaining to fair employment practices. Accordingly, both parties reaffirm by this agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, sex, marital status, or age. Determination of compliance with this clause shall be exclusively the province of the courts and appropriate administrative agencies as provided by law and shall not be the basis for any grievance under this Agreement.

### **ARTICLE 3** **ASSOCIATION RECOGNITION**

- (A) Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act (PERA), as amended, the Employer does hereby recognize the Chippewa Hills Support Personnel Association, MEA/NEA (the Association") as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the terms of this Agreement of all employees of the Employer as hereinafter described.

"All non-teaching employees including paraprofessionals, secretaries, transportation, tutors, custodial/maintenance and cafeteria employees but excluding substitutes, temporary employees (as defined in Article 14) confidential employees and supervisors as determined by the Commission."

- (B) The Employer agrees not to negotiate with any other organization of non-teaching employees other than the Association as the sole and exclusive bargaining agent for the duration of this Agreement; provided, however, nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted, provided such adjustment is not inconsistent with the terms of this Agreement; and provided further, that the Association or its designated representative have been given an opportunity to be present at such adjustment.

#### **ARTICLE 4** **BOARD RIGHTS**

It is recognized that Michigan law makes the Board of Education legally responsible for the operations of the Chippewa Hills School System in all respects. Except as otherwise specifically provided herein, the management of the schools and the direction of the work force, including, but not limited to the rights to hire, discipline or discharge, to decide qualifications for hiring, to transfer, assign and promote, to layoff for lack of work or funds, to make reasonable rules and regulations for the work and conduct of employees, to determine schedules of work, to subcontract, and to determine the methods, processes and manner of performing work, are vested exclusively in the employer. The employer and its administrative staff shall be free to exercise all such rights and authority permitted by law, provided only that no such action shall violate any of the express terms of this agreement.

#### **ARTICLE 5** **ASSOCIATION REPRESENTATION**

- (A) The Association shall furnish the Employer with a list of the officers, Association Representatives and members of the bargaining committee and any changes thereof.
- (B) The President and Association Representatives shall not lose time or pay for authorized time spent investigating complaints and/or handling grievances, attending authorized meetings with the Employer or participating in negotiation sessions scheduled during regular working hours. Members of the bargaining committee will not lose time as the result of bargaining sessions during regular working hours.
- (C) No officer or Association Representative shall leave his job without first receiving authorization from his/her immediate supervisor. The immediate supervisor shall grant the necessary time off for such duties unless to do so would conflict with the immediate job or program then required; provided however, the immediate supervisor will grant the necessary time as soon as possible.

- (D) For all discipline conferences or investigatory interviews, the members and/or their Association Representative shall be allowed time off with pay to be present at such meetings when the meeting is scheduled during their regular working hours.

**ARTICLE 6**  
**SPECIAL CONFERENCES**

Special conferences for important matters may be arranged between either the President or the Grievance Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Association and at least two representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreed time. The members of the Association shall not lose time or pay for time spent in such special conferences.

**ARTICLE 7**  
**GRIEVANCE PROCEDURE**

- (A) A grievance is defined as a dispute regarding the meaning, interpretation, application or alleged violation of the terms and/or provisions of this Agreement.
- (B) In order to be a proper subject for the Grievance Procedure, the grievance must be submitted within ten (10) working days from the date of occurrence, knowledge of its occurrence by the employee and/or the Association, or from the date the employee or Association could reasonably have been expected to have had knowledge of the occurrence.
- (C) To be proper matter for the grievance procedure, a grievance must be presented, using Appendix 1/Grievance Form, in accordance with the time limits and answered in accordance within the time as hereinafter provided. Time limits may be extended by mutual agreement, in writing, between the Association and the Employer. For the purpose of this Article, a working day is defined as Monday through Friday, with the exception of days when the Employer's central administrative offices are closed.
- (D) Any grievance not appealed in writing within the time limits shall be deemed settled on the basis of the Employer's last answer.
- (E) Any grievance not answered by the Employer within the time limits herein provided shall be deemed denied by the Employer. However, said denial shall not foreclose the Association's or grievant right to proceed to the next step of the grievance procedure in a timely fashion.

**STEP 1—Immediate Supervisor:** An employee and/or an Association Representative having a grievance shall present the grievance in writing to the immediate supervisor within the time frame as stated in paragraph B above. The immediate supervisor shall submit a decision in writing within five (5) working days from the date of receipt of the grievance.

All grievances presented or appealed under this Agreement;

- (1) Shall be signed by the grievant(s).
- (2) Shall contain the date when the alleged violation occurred.
- (3) Shall contain a complete statement of the facts giving rise to the grievance and cite the sections of this Agreement alleged to have been violated.
- (4) Shall specify the relief or remedy requested.

Association Grievances begin at Step 2

**STEP 2—Superintendent:** If the grievance is not satisfactorily resolved in Step 1, the decision may be appealed in writing to the Superintendent within five (5) working days from the receipt of the grievance answer at Step 1 by the Association. A meeting between the Employer and the Association shall be arranged to attempt to settle the grievance. The decision shall be rendered by the Superintendent, in writing, within five (5) working days of the date of the meeting.

**STEP 3—Board of Education:** If the answer in Step 2 is not satisfactory and the Association wishes to carry it further, Chippewa Hills Support Personnel Association, MEA/NEA shall, within twenty working (20) days from the date of receipt of the Superintendent's answer at Step 2, submit a written request for a meeting with the Board of Education to attempt to resolve the grievance (s).

The Board (or its designee) shall meet and hear the grievance within twenty (20) working days of receipt of the Association's appeal to Step 3. The Board (or its designee) shall answer the grievance within ten (10) working days after the meeting and shall forward its decision to the Association and the grievant.

**STEP 4—ARBITRATION:** If the Board's decision is not acceptable to the Association, the Association may file a notice of Demand for Arbitration upon the Board within ten (10) working days after its receipt of the Board of Education's (or designee's) decision or when the decision was due. Upon notification, the Employer and the Association may mutually agree to the selection of an arbitrator. If no arbitrator is selected within ten (10) working days after the date that the Association files the Demand for Arbitration with the Board, thereafter the arbitration proceedings shall be conducted in accordance with the rules and regulations of the American Arbitration Association.

- 1.) The arbitrator, Association, and the Employer may call any person to be a witness in an arbitration hearing.
- 2.) Either party, being the Employer or the Association, may request a verbatim transcript of the proceedings; provided, however, it pays for the cost of the transcript and provides the other party and the arbitrator with a copy.
- 3.) The arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement or any written amendment hereof, or to specify the terms of a new or additional agreement, or to substitute his/her discretion for that of any of the parties hereto this Agreement.
- 4.) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Association, its members, and the employee or employees involved, and the Employer.
- 5.) After a case has been referred to the American Arbitration Association, the case may not be withdrawn by either party, except by mutual consent in writing, and signed by both parties.
- 6.) Expenses for the arbitrator shall be shared equally between the Employer and the Association.
- 7.) The arbitrator shall have no power to rule upon the termination of services of or failure to re-employ any probationary bargaining unit member.
- 8.) The arbitrator shall have no power to decide claims for which there is another remedial procedure or forum established by law or by regulation having the force of law.
- 9.) Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this contract (as defined in the duration clause) and which is initiated prior to the expiration of this Agreement shall be processed through the grievance procedure until resolution. [It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon an alleged grievance occurring prior to the effective date of this Agreement.] Further, grievances filed after the expiration of this Agreement shall be processed under these grievance procedures through Step 3 unless specifically agreed, in writing, by both the Employer and the Association to proceed to Arbitration.

**ARTICLE 8**  
**DISCHARGE, SUSPENSION OR DISCIPLINE**

- (A) When in the opinion of the Employer, for just cause, discharge, suspension, or disciplinary action is warranted, such action must be initiated within fifteen (15) regularly scheduled working days from the date of its occurrence, or knowledge of its occurrence, of the condition giving rise to the type of disciplinary action except when a longer period of investigation and deliberation is necessary. Any such extensions of the time limitation shall be brought before the Association, with the intent of the extension explained, and shall be used with discretion and not abused.
- (B) The Employer will not meet with an employee for purpose of imposing any predetermined discipline unless the Association representative is afforded the opportunity to be present for such meeting. In the event unanticipated or immediate disciplinary action is taken with an employee, the Employer shall notify the proper Association personnel immediately following such action.
- (C) The Employer agrees, promptly upon the discharge suspension, or discipline of an employee to notify, in writing, the employee and the Association Representative of the specific reasons for the discharge, suspension, or discipline. Any suspension for investigation will be with pay and benefits, unless the employee has been charged with a criminal offense related to the performance of his/her duties, in which case the Employer has the right to place the employee on unpaid investigative suspension after thirty (30) working days of paid suspension.
- (D) In the case of discharge or suspension, the employee will be allowed to discuss the discharge or suspension with the steward prior to the time he is required to leave the premises of the Employer, and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the steward as soon as time can be mutually agreed upon. The notice of discharge suspension or discipline shall set forth the reasons and all materials pertaining to the discharge, suspension or disciplinary action. Copies of these materials shall be given to the employee and the Association President.
- (E) In imposing any discharge suspension or disciplinary action on a current charge, the Employer will not take into account any prior infraction which occurred more than five (5) years, or three (3) years with no infractions. The above provision shall not apply to safety infractions or to unprofessional conduct within the meaning of Section 1230b of the Revised School Code.

**ARTICLE 9**  
**SENIORITY**

- (A) New employees hired into the bargaining unit shall be considered as probationary employees for the first sixty (60) working days of their employment. When an



employee completes the probationary period by accumulating sixty (60) working days within a one hundred eighty (180) calendar day period, he or she shall be entered on the seniority list and rank with seniority from the employee's first day of work as a member of the bargaining unit. This provision shall not apply to temporary employees defined in Article 14, Section (B).

- (B) The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment except discharge and discipline for reasons other than Association activities.
- (C) All employees shall hold two or more seniority dates ("District-wide" and "classification"). The first date shall be his/her first day of work in the district as a member of the bargaining unit. The other date(s) shall be his/her first day of work in the classification (transportation, custodian/maintenance, para-professional, secretarial, cafeteria or tutor) in which the employee has worked. An employee's classification seniority shall be frozen and maintained when he/she leaves the classification, so long as he/she remains in the bargaining unit.
- (C) In the event that two or more employees have the same District-wide seniority date, position on the District list will be determined by a random drawing conducted by the Superintendent (or designee) and the Association President. In the event that two or more employees have the same classification seniority date, position on the classification seniority list will be determined by District-wide seniority (i.e. whoever has the greater District-wide seniority ranks higher on the classification seniority list.
- (E) The Board shall prepare a seniority list and will deliver a copy of that seniority list to the Association President by October 1 and May 1 annually. The seniority list shall be posted in each building. If no objections are received to the accuracy of the list within thirty (30) days of posting, the seniority list shall be considered conclusive for all purposes under this Agreement .
- (F) Seniority shall continue to accrue while the employee is on leave or lay-off for twelve (12) months.
- (G) An employee will lose his seniority for the following reasons:
  - 1.) Resignation, termination, or voluntary transfer to a non-bargaining unit position.
  - 2.) Failure to report after being recalled from layoff.
  - 3.) Is absent for three (3) consecutive working days without notifying and receiving authorization from the Employer. Exceptions may be made at the discretion of the Employer.
  - 4.) Fails to return from a leave of absence shall be treated the same as sub-section 3 above.

- 5.) When an employee is laid off for a period of one (1) year or the length of employment with the Employer, whichever is greater. Length of employment with the Employer shall be defined as the period of time from the seniority date to the layoff date.
- (H) Employees who are assigned to two classifications simultaneously shall accumulate full seniority in both classifications. This provision will become effective July 1, 2007 and shall not alter seniority accumulated or credited prior to that date.
- (I) Notwithstanding their position on the seniority list, the President and Building Representative shall continue to work as long as there is a job which they can perform within their classification, and shall be recalled to the first opening which they can perform in the event of a layoff.
- (J) For purposes of time in-classification seniority under this Agreement the following classifications shall be recognized:
- 1.) Custodial/Maintenance (includes Maintenance, Custodian, Custodial/Maintenance)
  - 2.) Secretarial
  - 3.) Paraprofessionals (includes Paraprofessionals, Enhanced, Library/Computer, Michigan School Readiness)
  - 4.) Cafeteria (includes Head Cook, Cook, Worker)
  - 5.) Tutor
  - 6.) Transportation (includes Mechanics, Assistant Mechanics, Drivers, Washer)
- (K) Employees who resign from the District shall submit a written resignation to their immediate supervisor with a copy to the Superintendent and the Association President.
- (L) A bargaining unit member receiving a temporary assignment in his/her regular classification shall continue to accrue seniority in that classification during the temporary assignment. A bargaining unit member receiving a temporary assignment outside of his/her regular classification shall not accrue seniority in the classification of the temporary assignment but will continue to accrue seniority in his/her regular classification during the temporary assignment. However, if a bargaining unit member without seniority in the classification of the temporary assignment is appointed to a regular (i.e. non-temporary) assignment within that classification within thirty (30) days of the conclusion of the temporary assignment, his/her seniority in that classification will be measured from the beginning date of the temporary assignment.

**ARTICLE 10**  
**LAYOFF AND RECALL**

- (A) Layoff shall be determined as a reduction in the work force occurring through a decrease in work hours from “full-time” to “part-time”, elimination of bargaining unit positions, or a combination of those events.
- (B) The Board shall provide five (5) days notice to the Association and affected employees before instituting a layoff when layoff occurs during the school year. The Board shall also provide five (5) days notice prior to the summer posting meeting. The notice shall not apply to decreases in work hours or displacements caused by bumping under the following procedures.
- (C) The following procedures will be observed in the event there is a layoff:
- 1) Displacement and Layoff Process:
    - a) Notice of displacement shall be issued to the employee affected by the elimination of his/her position or a decrease in hours from full-time to part-time. “Full-time”, for purposes of this Article, shall be defined as having a regular work schedule of six (6) or more hours per day. “Part-time” shall be defined as any position in the bargaining unit that is not “full-time”. Notification will be provided to all employees that may be impacted by the layoffs through mail at the last known mailing address on file.
    - b) Part-time employees cannot bump full-time employees.
    - c) “Equivalent Hours” is defined as “full-time and part-time” at the time notice is given.
  - 2) Bidding Process:

The bidding process shall consist of 4 rounds as outlined:

Round 1: All available positions will be posted with personnel allowed to bid in classification only based on classification seniority. The order of classifications will be based on the number of postings within each classification with the highest number going first. Employee may elect not to bid on an open position.

Round 2: Any displaced personnel will be allowed to bump within classification any lower seniority (classification) personnel. The order of bumping will be based on the number of displaced personnel within each classification with the highest number going first. Employee may elect to decline their bumping rights.

Round 3: Any remaining open positions after rounds 1 and 2 are completed will be posted for any personnel to bid on utilizing their overall seniority. Employee may elect not to bid on a position.

Round 4: Any remaining displaced personnel will be placed into the lowest seniority (overall) position for which they are qualified. The order of placement will be by seniority with the employee with highest seniority being last.

The lowest overall seniority personnel should be displaced when all positions are filled unless a qualification issue results in an inability to place the personnel.

3) Layoff Process

- a) Any employee without a position after the displacement process is complete (C1) will be issued a layoff notice.
- (D) Employees who are normally not scheduled to work during time of the year when school is not in session, based upon the school calendar, shall not constitute a layoff within the meaning of this article.
- (E) Recall Process: If a vacancy arises when bargaining unit members are on layoff, including those who remain employed but who have bumped to avoid layoff, the following procedures apply:
- 1.) The vacancy will be posted prior to recalls being made. All members of the seniority classification in which the vacancy exists will be eligible to bid on the vacancy, which will otherwise be filled according to the procedures and standards in Article 12-Job Posting and Bidding Procedures. If there are no bidders from the same seniority classification, the most senior laid off bargaining unit member in the seniority classification will be recalled to the vacancy, provided that he/she possess the qualifications and has the ability to perform the work required.
  - 2.) If the vacancy is not filled using the preceding step, it shall be posted and filled under Article 12. All bargaining unit members (i.e. both actively employed and on layoff) are eligible to apply for the vacancy.
  - 3.) Notice of recall shall be sent to the employee by certified mail to the last known address as shown in the Employer's records. The recall notice shall state the date and time on which the employee is to report back to work. It is the employee's responsibility to maintain a current address with the superintendent's office. If the employee fails to report to the job at the date and time specified on the recall notice, he/she shall be considered as quit.

**ARTICLE 11**  
**JOB POSTING AND BIDDING PROCEDURES**

(A) Posting, Bidding and Selection Standards.

- 1.) Except as otherwise specified in Article 11 of this Agreement, notice of all permanent vacancies and newly created positions shall be posted on the bulletin board in each building within ten (10) working days from the date of vacancy. Postings shall be for a period of five (5) working days and shall contain the following information: Type of Work, Location of Work, Starting Date, Rate of Pay, Hours to be Worked, Classification, and Job Qualifications/Requirements. Employees interested in applying for the position shall make formal application within the posting period only on an Employer designated form to the Superintendent with a copy to the Association President.
- 2.) The employee with the most seniority in the same classification as the vacant position [see Article 10, Seniority] applying for the position and who meets the minimum qualification requirements as established by the administration shall be awarded the position within five (5) working days after the posting expires.
- 3.) If there is no applicant who meets the qualification requirements and who also holds seniority in the same classification as the vacancy, the administration may consider both internal and external applicants and award the vacant position to the applicant from either category who, in the administration's judgment, is best qualified for the position. If the administration deems more than one applicant to be equally qualified, preference shall be given to the applicant (if any) with the most seniority District-wide.
- 4.) The Employer shall provide the Association President with a written notice of the employee awarded the position. In the event the senior applicant(s) is denied the position, reasons for denial shall be given in writing to the employee(s) and a copy given to the Association President.
- 5.) The Employer may review the contents of the employee's personnel file when the employee is bidding on a vacant position. It is the employee's responsibility to maintain an up-to-date and accurate personnel file.
- 6.) The administration may determine to utilize written and/or "hands-on" tests reasonably designed to assess an applicant's skills and fitness for a particular vacant position. For any posting that requires a District-selected test, all applicants will be required to take that test. It is agreed that if an employee takes such a test and does not achieve the minimum proficiency level required by the administration, the administration may, in its discretion, require the employee to present evidence that he/she has completed appropriate courses or training which will improve his/her skills before allowing the employee to re-take the test. A copy of the employee's test results will be given to the employee upon request. Where the Employer has not been furnished with employee test results, it is the employee's responsibility to furnish timely evidence of passage of the test(s) to the Employer.

- 7.) A newly hired employee shall be ineligible to bid on any future vacancies outside of their classification for a period of twenty-four (24) months from the date of their first working day. This shall not prevent that employee from bidding on a job outside their classification when that job will be held concurrently with the job for which that employee was originally hired.
- 8.) All permanent positions that become available prior to May 1 will be posted at least five (5) days before the end of student school year. The Employer shall notify the employees by posting of the date, time, and place of the meeting and a listing of all vacant positions.

(B) Transportation – Summer Bid Meeting and Procedures

- 1.) At least one (1) week prior to the start of each school year, each driver in the Transportation classification shall be assigned the run or runs he or she had at the end of the previous school year, unless there has been a substantial change in the run. All new runs or open runs shall be posted at this bid meeting, setting forth the route(s) as listed and the appropriate length of time. Bus drivers shall be permitted to select runs on a seniority basis provided, however, the driver is qualified for the run or runs.
- 2.) Drivers who bid on and are awarded both an AM and a PM route cannot resign from one of those routes unless that resignation occurs because the driver has successfully bid on another AM or PM route or because the employee, after selecting the routes, has bid on and been awarded a conflicting work assignment for the school district. A driver who wishes to resign from an AM or a PM route must do so before May 15 for the next school year.
- 3.) The regular posting procedure, set forth in ¶ (A) of this Article, shall be used when vacancies or new runs exist during the school year, except in the case of a major shift in organization or assignments. In such cases, procedures such as used at the beginning of a school year shall be followed.

(C) Other Classifications – Summer Bid Meeting Procedures

- 1.) The displacement and layoff process outlined in Article 11 section (1c) will be completed prior to posting vacancies that occur after May 1 and prior to August 10.
- 2.) Vacancies that occur after May 1 but before August 10 will be filled through a bid meeting held on or before August 15, according to the following procedures.

At the bid meeting bargaining unit members will be limited to bidding on vacant jobs in their seniority classification, which jobs will be awarded at that meeting. The first vacancy resulting from the vacancy existing at the time of the bid meeting will also be awarded at the meeting to an applicant within the same

classification where the vacancy exists. If the first resulting vacancy is not filled by an applicant from the same classification, as described above, it will be posted immediately after the meeting and will be available for bidding by bargaining unit members in other classifications. The Employer shall fill those vacancies, within five (5) working days, in accordance with the standards established in ¶ (A) of this Article, or at the employer's discretion, immediately fill the positions at this meeting.

- 3.) Any further vacancies (i.e. beyond the original and first resulting vacancy) will be temporarily filled according to Article 14 and then will be posted as non-temporary vacancies after completion of trial period(s), as described in E, below.
  - 4.) The above procedures will not be followed when bargaining unit members are on layoff (including those who remain employed but who have bumped to avoid layoff). In those circumstances, vacancies will be filled in accordance with Article 11 (D) of this Agreement.
- (D) Employees who are transferred under this Article shall receive the rate of pay for the classification to which they are transferred,
- (E) Any current non-probationary employee transferring or bidding into a new position, shall be deemed to be in a trial period for the ten (10) working days in said position (not including days absent due to illness, leave or other reasons). During said trial period
- 1.) The Employer may, in its discretion, transfer the employee back to his or her former position if the employee is unsatisfactory in the new position and has worked for not less than five (5) working days in the new position. Provided, however, notice in writing shall be given to the employee with a copy to the Association President.  
  
During the trial period, the Employer may, in its discretion, fill the employee's former position with a temporary substitute, and the employee's former position will not be considered vacant until the successful completion of the trial period.
  - 2.) In the event that an employee, during the trial period, is transferred back to his/her former position (if such position still exists) the Employer shall, in its discretion, either award the position to the next most senior (in the same classification where the vacancy exists) and qualified applicant for the original posting or, in the alternative, re-post the position if there are no other qualified applicants within the unit.
- (F) Employees who are eligible to transfer to a permanent vacancy shall be limited to one (1) transfer (not including the bid meeting) each school year (July 1 through June 30) unless mutually agreed otherwise between the Employer and the

Association. A “transfer” under this provision shall mean any entry by a bargaining unit member to a new position, whether or not the bargaining unit member returns or is returned to his/her former assignment at the conclusion of the trial period in the new position.

(G) Extra Employment For School Year Employees

Employees working in school year positions will be allowed to bid on new or permanent vacant positions, that are not filled per the posting and bidding procedure contained in paragraph (A), outside of their regular position before the Employer hires new employees from outside the bargaining unit, provided and in addition to:

- 1.) The total number of hours worked will not exceed eight (8) hours in one day or forty (40) hours in one week, except by approval of the Employer on an as-needed basis.
- 2.) Additional hours will be paid at the rate of pay established for the position and the hours from two classifications can be combined to qualify for insurance benefits.
- 3.) The Employer will establish the hours of work of the available positions.

(H) Summer Employment

In the event the Employer employs help for the summer months doing jobs that would normally not be posted and bid under Article 12 (A), and the funds for such jobs come from the Employer's school funds, then qualified bargaining unit members will be offered said jobs first before hiring from outside the bargaining unit.

The Employer shall establish a separate list of employees interested in working these jobs during the summer. The Employer will award such jobs to qualified employees on a seniority basis; however, if an employee once contacted by the Employer does not report, or refuses to work the job offered, he/she will be removed from the list.

The wages paid to summer help will be paid as set forth in Article 35. It is agreed between the parties, that if any problems develop as a result of implementation of this provision, a meeting will be held to resolve the problem before termination of the program takes place. All employees working in any of the positions so outlined above shall be covered by all of the terms and provisions of the collective bargaining agreement, with the exception of the benefits and wages and the posting and bidding procedure which have been outlined above.

(I) No Child Left Behind Act/ESEA



- 1.) If a paraprofessional meets the qualification requirements of Section 1119(c) of the No Child Left Behind Act as well as the regulations issued under that statute, 34 CFR 200.58, he/she shall be regarded by the District as eligible for assignment to a position requiring those qualifications. The parties recognize that holding such qualifications is mandated for assignment to or retention of an assignment supported by Title I funding.
- 2.) Paraprofessionals may satisfy the qualification requirements of Section 1119 of the No Child Left Behind Act, and its regulations (34 CFR 200.58), through the alternative of demonstrating a rigorous standard of quality in the knowledge of and ability to assist in instructing reading/language arts, writing and mathematics. This standard may be satisfied by any means approved by the Michigan Department of Education which are in alignment with NCLB/ESEA standards.
- 3.) A bargaining unit member assigned as a paraprofessional for the Michigan School Readiness program must satisfy the Professional Training Program Options published by the Michigan Department of Education for the Michigan School Readiness Program as a condition of job retention or assignment. If the district paid for the CDA certificate and associated professional development costs for renewal of the certificate as authorized by the Superintendent, the employee may be involuntarily transferred to a preschool position for which he/she is qualified before the employer hires new employees from outside of the bargaining unit. The district will continue to pay for renewals of the CDA certificate.

## **ARTICLE 12** **NEW POSITION**

The Employer shall have the right to establish new positions within the bargaining unit, provided however, the Employer shall notify the Association within five (5) working days of the proposed classification title, the description thereof, and the rate of pay prior to becoming effective. In the event the Association disagrees with the rate of pay, it shall, within five (5) working days from the date of notice of receipt advise the Employer and thereafter it shall be subject to negotiations. The addition of hours to a current position will not constitute a new position, unless the additional hours change the position from part time to full time.

## **ARTICLE 13** **TEMPORARY ASSIGNMENTS AND TEMPORARY EMPLOYEES**

### (A) Temporary Vacancies Filled By Bargaining Unit Members:

- 1.) Temporary assignments of bargaining unit members for the purpose of filling vacancies of employees who are on vacation, absent because of

illness, on an approved leave of absence or where the Employer has created a temporary assignment will be granted to the senior bargaining unit member within the classification, who meets the requirements for such job.

If the temporary vacancy is not filled by a bargaining unit member from within the same classification, it will next be filled with a bargaining unit applicant from outside that classification who meets the minimum requirements for the temporary assignment.

The regular assignment held by the bargaining unit member who is appointed to fill a temporary vacancy will be filled by a non-bargaining unit temporary employee.

- 2.) Bargaining unit members will receive the rate of pay of the classification of the temporary assignment for all hours worked while filling a temporary vacancy. After sixty (60) consecutive work days, the bargaining unit member will receive insurance benefits (Article 32) associated with the temporary assignment.
- 3.) The Employer will be the sole determinant of who meets the requirements for temporary vacancies. The Employer will not be obligated to fill any temporary assignment as outlined above for the first thirty (30) consecutive school days of the absence, and may use a substitute during that interval.
- 4.) A bargaining unit member receiving a temporary assignment in his/her regular classification shall continue to accrue seniority in that classification during the temporary assignment. A bargaining unit member receiving a temporary assignment outside of his/her regular classification shall not accrue seniority in the classification of the temporary assignment but will continue to accrue seniority in his/her regular classification during the temporary assignment. However, if a bargaining unit member without seniority in the classification of the temporary assignment is appointed to a regular (i.e. non-temporary) assignment within that classification within thirty (30) days of the conclusion of the temporary assignment, his/her seniority in that classification will be measured from the beginning date of the temporary assignment.

(B) Non-Bargaining Unit Temporary Workers:

- 1.) Individuals outside the bargaining unit who are employed for a specific short-term duration (not to exceed five (5) months) shall be considered as temporary employees and shall not replace or displace regular bargaining unit employees nor deprive regular employees of hours, wages, or employment benefits provided under this Agreement. Provided, that a non-bargaining unit temporary employee may be utilized to replace a bargaining

unit member on leave of absence or vacation or to fill a temporary assignment [not to exceed five (5) months], if that temporary vacancy has not been filled by a bargaining unit member under the procedures set forth in (A), above. Further, a non-bargaining unit temporary employee may be used to fill the regular assignment of a bargaining unit member appointed to fill a temporary vacancy.

The Employer agrees not to make a series of temporary hires for the purpose of filling a regular bargaining unit position provided for in the school budget. Temporary employees who are non-bargaining unit members shall have no rights under this Agreement.

- 2.) A temporary vacancy or assignment that does not involve substituting for an employee on an approved leave of absence shall not exceed five (5) months, at which time it will be posted as a regular vacancy if it is to continue in existence. A temporary vacancy that exists because an employee is on an approved leave of absence will not exceed twelve (12) months from the beginning date of the leave, at which time it will be posted as a regular vacancy.

#### **ARTICLE 14** **SUPERVISORS**

- (A) It is expressly understood by the Employer and the Association that competent supervision, coordination, and support of the work force is in the best interest of the school district and the employees of the district.
- (B) The Employer retains all rights with regard to the establishment of supervisory positions, the qualifications for supervisory positions, and the selection of supervisory personnel.
- (C) Supervisory employees shall not normally perform work within the bargaining unit except:
  - 1.) in cases of an emergency nature arising out of unforeseen circumstances which call for immediate attention.
  - 2.) for the instruction or training of employees, including demonstrating the proper methods.

#### **ARTICLE 15**

## **CONTRACTING AND SUB-CONTRACTING**

The parties acknowledge and shall abide by the provisions of 1994 PA 112 regarding the rights of the Board of Education to contract out or subcontract bargaining unit services.

### **ARTICLE 16** **EFFECTS OF LEGISLATION**

If any law now existing, or is hereinafter enacted by the Congress of the United States or the Legislature of the State of Michigan; or any judicial decision, or legal opinion rendered by a court of competent jurisdiction, or any appropriate state or federal agency shall invalidate any portion of this Agreement, then the portion invalidated shall have no further force or effect and it shall be subject to negotiations thereafter between the parties, to the extent that such negotiation is permitted by law.

### **ARTICLE 17** **AGREEMENT OF UNDERSTANDING**

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

### **ARTICLE 18** **STRIKES AND WORK STOPPAGES**

Neither the Association nor any person acting in its behalf will cause, authorize or support; nor will any of its employees take part in any strike or stoppage of work for any purpose whatsoever.

### **ARTICLE 19** **LEAVES OF ABSENCE**

Leave of absence shall be granted without pay for:

- (A) Serving on any elected or appointed position with the Association for two (2) years maximum, not to exceed one (1) employee at a time.
- (B) Leave of absence not to exceed one year under the provisions of the FMLA (Family Medical and Leave Act) shall be granted for the following reasons:
  - 1.) the birth, or placement for adoption, or foster care of a child;
  - 2.) a serious health condition of a family member;
  - 3.) the bargaining unit member's own serious health condition;

4.) the care of a child under age 18.

- (C) To the extent required by the Family and Medical Leave Act, an eligible bargaining unit member shall be granted leave and the other rights specified by that law. When leave is taken by an eligible bargaining unit member under the Family and Medical Leave Act, the Employer shall likewise enjoy all rights afforded it by that law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including Employer and eligible bargaining unit member rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency. This provision does not confer upon bargaining unit members greater rights or benefits than those for which they are eligible under the Family and Medical Leave Act.
- (D) The Employer may grant other leaves of absence for reason other than stated above for a minimum of ten (10) consecutive work days, up to a maximum of one (1) calendar year.
- (E) All such leave requests shall be submitted at least ten (10) working days prior to the requested leave dates if possible, in writing, to the Superintendent and answered within five (5) working days thereafter. Such leaves may be extended for like cause. Employees on leaves must submit in writing by May 1<sup>st</sup> of the school year in which their leave expires their intent to return. All leaves must be approved in writing by the Employer before the employee is eligible for the leave to become effective. The Association President shall be notified of all approved leaves of absence.
- (F) Employees shall retain, and accrue seniority while on any leave of absence under this Article, up to one year per Article 10, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which their seniority entitles them. This provision shall not alter or modify the seniority of any employee accrued on or before July 1, 2007.
- (G) The Association shall have five (5) paid days annually of Association leave time. Upon request by the Association, five (5) unpaid days will be granted. If a substitute is used, the Association will reimburse the Board for the cost of the substitute. The Association shall access this time by written notice to the Employer by the Association President.
- (H) With the exception of those bargaining unit members who are on leave under the Family and Medical Leave Act, an employee on any unpaid leave is not eligible to have Employer contributed premium amounts paid on his/her behalf, beginning with the first day of unpaid absence. Where the employee is on a short-term unpaid leave and requests, in writing, that his/her insurance enrollment not be interrupted the employee is responsible for the entire cost of the insurance premium allocable to each unpaid day of absence. In that event, for each day of unpaid absence (except for FMLA leaves, as described above)

the employee shall be responsible for payment of 1/30<sup>th</sup> of the entire monthly premium attributable to his/her enrollment (including any dependent enrollment), which amount will be payroll deducted. If there are insufficient wages owed the employee from which to make the payroll deduction, the employee will pay the full premium amount to the Employer not later than the first day of each month in which enrollment is continued.

## **ARTICLE 20** **WORK DAYS AND HOURS**

- (A) The Employer shall have the right to set the starting time of the regular work day based upon the school activity, provided at least one (1) week's advance notice is given of any schedule change. The regular workday for each classification and/or position shall be as follows:
- 1.) Custodial/Maintenance: The regular work schedule for custodial/maintenance employees shall be Monday through Friday on days when school is scheduled for students and such additional days as shall be authorized by the employer and agreed to by the employee to work the full time offered. All custodians will have the option of working on the summer cleaning crew and receive summer help wages.
  - 2.) Secretarial: The regular work schedule of secretarial employees shall be Monday through Friday on days when school is scheduled for students and/or teaching staff and such additional days as shall be authorized by the Employer, except for part-time employees.
  - 3.) Paraprofessionals: The regular work schedule for employees within the paraprofessional classification shall be Monday through Friday on days when school is scheduled for students and such additional days as shall be authorized by the Employer, except for part-time employees. Paraprofessionals that are assigned to specific classes will work one day prior to school beginning and one day after school ends as long as the day does not back up to a holiday. Staff assigned to library at the secondary level will work one day prior to school beginning and one day after school ends as long as the day does not back up to a holiday. Tasks list will be developed and recorded as evidence of the time worked. The dates will be coordinated and approved by the building principal. If professional development days can be coordinated then this time may be assigned into that schedule over the days as approved by the Superintendent.
  - 4.) Cafeteria: The regular work schedule for cafeteria employees shall be Monday through Friday on such days when school is scheduled and meals are to be served to students and such additional days as shall be authorized by the Employer, except for part-time employees,

- 5.) Transportation: The regular work schedule for transportation shall be Monday through Friday on days when regular assigned transportation runs are scheduled to be operating and such additional days as authorized by the Employer. Mechanics may have a regular bus run or runs incorporated with their regular workday. In the event the number of runs from a garage during the shuttle run period is greater than the number of non-mechanic drivers regularly assigned to that garage, the mechanic may have a shuttle run incorporated with their regular work day.
- 6.) Tutors: The regular work schedule for tutors shall be Monday through Friday on days when school is scheduled for students and such additional days as authorized by the Employer.
- (B) Employees shall be guaranteed a minimum of two (2) hours of pay at the rate of time and one-half their applicable rate for call-in or reporting to work outside of their regular schedule provided such time is not continuous before or after the regular shift or run, except for regularly scheduled building checks. If a building check time is designated by the Employer, employees shall receive a minimum of two (2) hours at the overtime rate. Employees who check buildings at their convenience shall receive a minimum of one (1) hour at the overtime rate.
- (C) At least one (1) week prior to the start of each school year, each driver shall be assigned the run or runs he or she had at the end of the previous school year, the routes as listed and the approximate length of time, unless there has been a substantial change in the run. All new runs or open runs shall be posted, setting forth the route as listed and the approximate length of time. Bus drivers shall be permitted to select them on a seniority basis provided, however, the driver is qualified for the run or runs. The regular posting procedure shall be used when vacancies or new runs exist during the school year except in the case of a major shift in organization or assignments. In such cases, procedures such as used at the beginning of a school year shall be followed.
- (D)
- (1) All full-time employees (other than bus drivers and cooks) working seven (7) or more hours per day shall be entitled to two (2) fifteen (15) minute rest breaks to be scheduled during each half of the employee's work shift.
  - (2) All bargaining unit members [with the exception of cooks and five (5) hour custodians] working at least four (4) hours but less than seven (7) hours per day shall be entitled to one (1) fifteen (15) minute rest break during the mid-point of their work shift.
  - (3) All five (5) hour custodians shall be entitled to one (1) twenty (20) minute rest break during the mid-point of their work shift.

- (4) All cooks who work at least 7.25 hours per day will be entitled to a one (1) ten (10) minute rest break and a half-hour paid lunch, during which they will remain available for duty on site.
- (5) All other cooks working at least 6 but less than 7.25 hours will not be entitled to a rest break but will be entitled to a thirty (30) minute paid lunch break during which they will remain available for duty on site.
- (6) All rest breaks described above are paid periods. It is recognized, however, that the operating needs of the Employer may occasionally require rescheduling of breaks by the immediate supervisor. All rest break times are to be strictly observed by both parties.
- (7) A thirty (30) minute unpaid lunch break shall be allocated daily to all bargaining unit members [with the exception of the five (5) hour custodians] who are scheduled to work not less than four (4) hours on his/her assigned shift for that day.
- (8) All lunch half-hours or hours are not to be considered work hours, are unrestricted, and are unpaid except for cafeteria employees and custodian/maintenance employees working the night shift. Lunch periods shall be one-half hour except in the case of mechanics, who shall have a one (1) hour lunch period on the days when school is in session.
- (9) Any staff member assigned to work the playground will either be granted alternate time off during the day or compensated at their hourly rate. All additional assignments must be approved by the building principal.

**ARTICLE 21**  
**DRIVER EXTRA TRIPS AND ADDED TIME**

(A) Extra Trip Board

- 1.) Drivers assigned to regular runs who have signed an availability list not later than the first day of school for students will be eligible to receive assignment to extra trips in accordance with the following procedures. Drivers who are accruing seniority in a classification other than Transportation are not eligible for the extra trip board. Drivers (except new hires) will not be able to sign the extra trip availability list after that date. A driver may remove



his/her name from the list at any time with written notice to the Transportation Supervisor.

- 2.) The extra trip availability list shall initially be established in classification seniority order for those bargaining unit members assigned to regular bus runs.
- 3.) All extra trips for the following week (Monday-Sunday) shall be posted no later than the conclusion of the AM regular run on the preceding Wednesday. Extra trips will be assigned by rotation.
- 4.) Drivers who have signed the availability list must be present for the Wednesday trip board meeting unless they have a conflicting work assignment for the Employer at that time and cannot be present. If the driver cannot attend the trip board meeting due to the above exception, he/she must leave a note with specific instruction(s) stating which trip(s) he/she is available for. When there are multiple trips on a given day, the note must prioritize the trips that the employee desires to select.
- 5.) If a trip is cancelled after the Wednesday meeting, the driver who was awarded the cancelled extra trip will be placed at the top of the rotation list at the next Wednesday meeting, if the extra trip is not rescheduled before the next Wednesday trip meeting. Should there be more than one extra trip cancelled, those drivers will be placed on the top of the rotation list at the next Wednesday meeting, in the order that they appear on the rotation.
- 6.) If a driver who has been awarded an extra trip does not report for that trip, and has not notified the Transportation Supervisor of the absence at least one work day in advance, the extra trip will be assigned to an available driver. If more than one work day notice of absence has been provided, the extra trip will be assigned to the driver at the top of the rotation. The driver taking the extra trip shall not lose his/her place on the rotation because he/she has performed the above assignment.
- 7.) A "late extra trip" is an extra trip that comes to the Transportation Supervisor after the Wednesday trip board meeting and which is to occur the following Monday-Sunday. The Transportation Supervisor will post a late trip on the trip board, designated it as a "late extra trip", and will announce it over the radio.

If there is less than one work day notice of the late trip, the Transportation Supervisor will award the late extra trip to a driver on the extra trip rotation list who has expressed his/her availability. If there is more than one work day notice, the Transportation Supervisor shall award the trip to the driver next on the rotation who has declared his/her availability for the late trip. Any driver who declines a late extra trip shall not lose his/her rotation on the trip board.

- 8.) There shall be no trading of trips by drivers.
  - 9.) If a driver has a regularly scheduled second position in any classification, that driver may not take extra trips that extend over that second position's hours.
- (B) Extra trips, including athletic trips, are those runs outside of the regular bus schedule and shall be paid in the following manner:
- 1.) During actual driving, the rate of pay will be the "driving time" rate (actual driving time will be calculated at 2 minutes per mile for actual miles).
  - 2.) All other time spent on extra trips will be paid at the "non-drive time" rate (example: after arriving at your destination and unloading until you reload to return back to the district).
- (C) Bus drivers while on "down time" due to weather or mechanical failure, upon approval of the Transportation Supervisor, shall receive the drive time rate established for the bus driver.
- (C) Bus drivers will be paid at the "drive time" rate for time in attendance at in-service sessions required by the Employer.

**ARTICLE 22**  
**TIME AND ONE-HALF AND DOUBLE TIME**

- (A) Time and one-half shall be paid for all hours worked over forty (40) hours per week.
- (B) Any and all overtime must be authorized in advance by the Employer or the proper Employer representative.

**ARTICLE 23**  
**EQUALIZATION OF OVERTIME HOURS**

- (A) For employees other than bus drivers, overtime hours shall be divided as equally as possible among employees in the same classifications, in their buildings.
- (B) Whenever overtime is required, the person with the least number of overtime hours in that classification within their building will be called first and so on down the list in an attempt to equalize the overtime hours.
- (C) For the purpose of this Article, time not worked because the employee was unavailable, or did not choose to work, will be charged to that employee based on the average number of overtime hours of employees working during that call-out period. However, at no time shall employees refuse overtime to the extent that

work cannot be done. It is understood that all employees are expected to work a reasonable amount of overtime provided reasonable notice is given.

Overtime will be offered in the following order:

- 1.) First, to employees in the classification where the overtime opportunity exists, who are then assigned to the building where the overtime opportunity exists.
- 2.) If the overtime opportunity is not filled in this manner and is known to the Employer at least five (5) work days in advance, employees in the classification where the overtime opportunity exists who are not assigned to the building where the overtime opportunity exists shall be offered the work opportunity from a rotation list established for this purpose at the beginning of each school year.
- 3.) If the overtime opportunity is not filled after the completion of the above steps, the Employer has the right to either assign the lowest senior employee in the classification where the overtime opportunity exists to the overtime work or to utilize another qualified bargaining unit or non-bargaining unit member to accomplish the work.

Overtime hours will be computed from July 1 through June 30 of each school year.

**ARTICLE 24**  
**HOLIDAY PROVISIONS**

- (A) Each employee covered by this Agreement shall be entitled to the following paid holidays: New Year's Day, Good Friday, Memorial Day, Thanksgiving Day, Friday following Thanksgiving Day, the day before Christmas, Christmas Day, and the day before New Year's Day and one (1) additional paid holiday at Easter time. Each employee scheduled to work at least two (2) full weeks prior to the following days shall be entitled to the following paid holidays: the Friday before Labor Day and Labor Day. Employees will be paid their current rates based upon their regular scheduled hours per day for said holiday.
- (B) Should a holiday fall on a Saturday, Sunday or the day is not applicable because the school is in session the Employer shall substitute another day.
- (C) To be eligible for holiday pay an employee must work his/her last regular scheduled workday before a holiday and his/her first regular scheduled work day after the holiday, except in the case where an employee is on vacation or a paid sick leave (physician verified).

**ARTICLE 25**  
**VACATION**

- (A) All twelve (12) month employees covered by this Agreement shall earn credits toward paid vacation in accordance with the following schedule per year:
  - 1.) Two (2) weeks after one (1) year of employment as a twelve (12) month employee.
  - 2.) Four (4) weeks after seven (7) years of employment as a twelve (12) month employee.
- (B) All employees working nine (9) months per year, but less than twelve (12) months per year, after one (1) year of employment, shall receive three (3) vacation days.
- (C) All employees entitled to vacation shall be paid based upon their regular workweek schedule and paid at the current rate in effect during the time of vacation.
- (D) Vacation may be granted at such times during the year as requested by the employee subject to the Employer's operating requirements. Vacation requests submitted for time between the opening of school and summer recess must be made two (2) weeks in advance. All other vacation requests must be submitted at least three (3) work days in advance, except in case of emergency, when approved by the supervisor. Vacation requests will be approved in the order in which they are received with a limit of 5 personnel allowed on vacation per day district wide.

The limit of 5 personnel per day may be exceeded at the discretion of the Superintendent.

Vacation requests by Custodial and Custodial/Maintenance will be granted to the extent that there is at least one remaining Custodial or Custodial/Maintenance employee per shift in each building. If there are conflicting requests, the earliest requests will receive priority.

- (E) Vacation utilized by personnel while students are in session during the school year will be paid at 75% of their daily rate. Vacation utilized while students are not in session, including the end of the year, will be paid at their normal daily rate.
- (F) If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation.
- (G) If an employee is laid off or retired, or severs their employment, they will receive any unused vacation credit including that accrued in the current year provided, however, in the case of severance of employment, to be eligible for vacation accrued during the current year, the severance must be voluntary and the employee must provide at least one (1) week's advance notice. A recalled employee who received credit at the time of layoff for the current year will have such credit deducted from their vacation.

**ARTICLE 26**  
**SICK LEAVE**

- (A) Each employee covered by this Agreement shall be given eight (8) days paid sick leave at the beginning of the school year. To be eligible for sick leave as above defined, an employee must notify their immediate supervisor at least one and one-half (1 1/2) hours prior to the start of their regular shift except in proper cases, exception shall be made.
- (B) Sick leave shall be granted to an employee when he/she is incapacitated from the performance of duties by sickness or injury. Sick leave also shall be granted when a legal member of the immediate family of the employee is affected with an illness requiring doctor's care and/or hospitalization (spouse, mother, father, parents-in-law, son, daughter, step-child or member of the employee's household).
- (C) The Employer reserves the right to require verification of sickness the day before or the day after a holiday, the day before or after a vacation, after three (3) consecutive days of illness, or in the case where an employee's record indicates misuse. The Employer further reserves the right to have an employee examined by a physician that is mutually agreed upon between the Employer and the Union, at the Employer's expense, to substantiate qualifications for sick leave payment.

- (D) 1. Employees may accumulate unused sick days up to a maximum of ninety (90) days. Members with an accumulation above ninety (90) will retain their current days, but each year's accumulation above that number will be paid at fifty dollars (\$50) per day. Payment for accumulated days will be made by June 30<sup>th</sup> each year.
2. Upon severance from employment including death or retirement, and at least ten (10) years of service in the district, the member shall be paid fifty dollars (\$50) for each unused sick days they have accumulated.
- (F) Days without pay may be considered due to extenuating circumstances as approved by the Superintendent.

## **ARTICLE 27** **WORKER'S COMPENSATION**

Each employee will be covered by the applicable Worker's Compensation Laws and the Employer further agrees that an employee being eligible for Worker's Compensation may receive, in addition to his/her Worker's Compensation, an amount to be deducted from sick leave sufficient to make up the difference between Worker's Compensation and his/her regular weekly income. Payment will be made at the employee's written request.

## **ARTICLE 28** **FUNERAL LEAVE**

- (A) An employee shall be allowed up to three (3) working days with pay as funeral leave days for a death in the immediate family or up to five (5) days for a spouse or child if the five (5) days used directly follow or precede the funeral. The "immediate family" is to be defined as follows: mother, father, step-parents, brother, sister, step-sibling, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, grandparents-in-law, or a member of the employee's household. Additional days may be used, but days beyond the three (3) designated above shall be deducted from sick leave.

One day, deducted from sick leave, may be used for the funeral of a close friend or relative (i.e. other than a relative within the "immediate family", as defined above).

Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay.

- (B) The President, or his/her representative, shall be allowed one (1) funeral leave day with pay in the event of a death of a member of the Association for the exclusive purpose of attending the funeral.

## **ARTICLE 29** **SCHOOL CLOSING**

The first four (4) days school is closed because of inclement weather or in the case of an Act of God, employees shall not be required to report to work and shall not lose time or pay because of such closing provided that the Employer receives unreduced State Aid for the cancelled days. Snow day reimbursement defined in this Article will be paused until the Employer's fund balance reaches 6.5%. At that time, one (1) day will be added as a reimburseable day. This process will continue as the fund balance grows an additional one percent (1%) with another one (1) day added as a reimburseable day, up to a maximum of four (4) reimburseable days. Additional such days may be made up during or at the end of the school year.

If an employee reports for work and was not notified one (1) hour before their scheduled start time, the employee will be paid for two (2) hours show up time. Notification consists of the Employer's call to the designated supervisor. A fan out list will be developed by the designated supervisor and an Association representative.

## **ARTICLE 30** **HEALTH, DENTAL, AND DISABILITY INSURANCE**

- (A) **HEALTH** – The Employer agrees to pay, based upon the conditions below, premium contributions as specified below, on behalf of each eligible employee covered by this Agreement for the following health care coverages:

Health insurance will be funded at the maximum allowed state cap including all increases provided by law.

- 1.) **Plan A:**

The Association shall choose the insurance package and provider.

The Employer will calculate the health insurance co-pays in the same manner as the teacher's bargaining unit or as allowed by IRS regulations.

All employees hired after July 1, 2016 who qualify for insurance benefits will be limited to the single subscriber rate for health benefits at the rates referenced above regarding health benefits.

An employee hired before January 1, 2006 who is regularly scheduled to work six (6) or more hours per day shall be eligible for health insurance paid at the Employer contributed premium level established above. Employees hired on or after January

1, 2006 must work seven (7) or more hours per day to be eligible for the Employer premium contributed premium.

Employees hired before January 1, 2006 who are regularly scheduled for more than three (3) but less than six (6) hours per day shall have pro-rated premium contributions paid on their behalf for the health insurance coverage specified in Para. (A) (1) above. The employee is responsible for the balance of the premium required for enrollment, which shall be payroll deducted. If the premium amount cannot be payroll deducted due to insufficient funds, the employee must remit the premium owed within ten (10) days of the first day of any month in which enrollment is maintained.

(2.) **Plan B:**

Employees who are eligible to enroll in the health coverage specified in Paragraph (A) (1) above, but who elect not to enroll in that coverage, shall remain eligible for the following coverages:

Life Insurance                      Same as Plan A

(B) **OPTIONS** – Employees who are eligible for, but choose not to enroll in health insurance benefits under Para. (A)(1) of this Article (i.e., Plan A) will be eligible to receive up to Two Hundred Fifty Dollars (\$250.00) per month (\$3,000 annually) in cash or to apply said amount toward appropriate options offered pursuant to the School District’s “cafeteria plan” (as adopted by the Board of Education 10/21/96). The above option amount shall be prorated for eligible part-time employees.

(C) **PERIOD OF COVERAGE** – The Employer shall provide coverage for each calendar month of employment commencing with the first month following the date of initial hire in a regular position. Any person employed at the end of a school year who has been employed for at least a 60-day period during the school year shall be eligible to continue to have the above coverage paid through August of that year. Persons whose employment with the District terminates shall be eligible to continue to have coverage continue through the month following their termination.

(D) **EXTENDED COVERAGE** - The Employer agrees to provide health coverage specified above for no less than twelve (12) months following the month in which an employee becomes unable to work due to a work related injury (Worker's Compensation) or during the period of an employee illness (or injury) leave of absence.

(E) The CHSPA has the right to switch the medical plan to minimize cost to members based on rising insurance rates and the current State caps.

**ARTICLE 31**  
**PAY PERIOD AND PAY DAY**

(A) Employees are encouraged to use direct deposit for payroll.



- (B) The pay period for hourly employees, shall be computed from 12:01 a.m. Saturday to 12:00 midnight Friday, bi-weekly (14 calendar days), and pay day shall be the second Friday following the pay period, bi-weekly, (14 calendar days): except for employees working the night shift who shall receive their check on Thursday. Wages shall be paid in twenty-six (26) equal bi-weekly installments for twelve (12) month employees.
- (C) Bargaining unit employees working less than twelve (12) months shall be paid bi-weekly and shall at their written election be allowed to convert their paychecks to twenty-six (26) equal pays. Any change in election must be made by August 1 and is irrevocable for the following twelve (12) month period. It is understood that the Employer will be required to establish a base for such payment and shall, if any problems develop, meet with the Association to discuss it.

Paychecks will contain all pay earned and what the pay was earned for, to the extent the Employer's computer will allow.

### **ARTICLE 32** **RETROACTIVITY**

There will be no retroactivity.

### **ARTICLE 33** **CLASSIFICATIONS, POSITIONS, AND RATES**

A wage freeze will be in effect throughout the life of the contract unless the fund balance increases at which time the equity sharing concept will be implemented with equal sharing of the additional funds.

The Letter of Understanding on Equity Sharing expires on December 31, 2018.

1. The following rates shall be paid for each position within the classification in accordance with seniority from the date of last hire with the Employer, pursuant to Article 10(C) effective, as indicated, through June 30, 2014.

6/13/2016 to 12/31/2018

1.25%

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 6</b>	<b>Step 11</b>	<b>Step 16</b>	<b>Step 21</b>	
			0.10	0.20	0.30	0.40	
<b>Custodial/Maintenance</b>							
Asst. Maintenance/Grounds	13.16	13.79	13.89	13.99	14.09	14.19	
Custodian	11.45	12.08	12.18	12.28	12.38	12.48	
Summer Help	9.35						
<b>Secretary</b>	15.07	15.87	15.97	16.07	16.17	16.27	
<b>Paraprofessionals</b>							
Base	13.39	14.33	14.43	14.53	14.63	14.73	
Enhanced & Library (highly qualified)	13.74	14.70	14.80	14.90	15.00	15.10	
Michigan School Readiness (CDA)	13.99	14.93	15.03	15.13	15.23	15.33	
RTP Supervisor	13.99	14.93	15.03	15.13	15.25	15.33	
<b>Tutors</b>	13.74	14.70	14.80	14.90	15.00	15.10	
<b>Cafeteria</b>							
Head Cook	13.39	14.06	14.16	14.26	14.36	14.46	
Cook	13.27	13.89	13.99	14.09	14.19	14.29	
Worker	11.81	11.99	12.09	12.19	12.29	12.39	
<b>Transportation</b>							
Mechanic		18.12	18.22	18.32	18.42	18.52	
Asst. Mech (w/ license)	16.37	17.17	17.27	17.37	17.47	17.57	
Asst. Mech (w/o license)	14.88	15.60	15.70	15.80	15.90	16.00	
Bus Washer	10.18	10.48	10.58	10.68	10.78	10.88	
Drivers (per run)							INS. HRS
AM ROUTE	33.86	34.88	35.11	35.33	35.56	35.78	2.25
PM ROUTE (Elem or Sec only)	30.09	31.00	31.20	31.40	31.60	31.80	2.00
PM ROUTE (Elem/Sec Combo)	41.38	42.64	42.91	43.19	43.46	43.74	2.75

CAREER CENTER/MSTC	60.18	62.01	62.41	62.81	63.21	63.61	4.00
EVART SHUTTLE (AM)	22.57	23.26	23.41	23.56	23.71	23.86	1.50
EVART SHUTTLE (PM)	37.61	38.76	39.01	39.26	39.51	39.76	2.50
ST. MICHAEL'S SHUTTLE	7.52	7.76	7.81	7.86	7.91	7.96	0.50
DRIVE TIME	15.05	15.50	15.60	15.70	15.80	15.90	
NON-DRIVE TIME	11.01	11.23	11.33	11.43	11.53	11.63	

A family sports pass for the current year will be provided to each employee to be used for the employee, spouse and school aged children. The sports pass is non-transferable. There is no monetary compensation for members not wanting this benefit.

2. During negotiations on the Collective Bargaining Agreement, the parties have agreed to the following items:
  - (A) A step represents a year of service with the district. Steps will be given on the employee's anniversary date.
  - (B) Bus runs are compensated on a 2-hour basis (inclusive of pre-trip). If a driver's run (including pre-trip) exceeds 2 hours, he/she will call that condition to the attention of the supervisor who will determine if the driver's route shall be classified as a 2 hour 15 minute route (including pre-trip). The driver shall receive the prorated compensation based on the corrected run time.
  - (C) It is agreed that custodians will have lock-up duties, which includes setting the alarm where applicable.
3. It is understood and agreed that all bus driving compensation rates set forth in this article are based on a "Route Pay" format, pursuant to which a driver receives the rate listed each time he/she drives the particular route(s) assigned to him/her. Therefore, drivers will not be entitled to any additional compensation merely because he/she took longer than the scheduled "average elapsed time" to complete a particular route on a particular day (nor will drivers generally be docked any pay merely because he/she took less than the scheduled "average elapsed time" to complete a particular run on a particular day). Provided, however, that the Superintendent may, in his/her discretion, authorize additional compensation for drivers in the event of "exceptional circumstances" not due to the fault or negligence of the driver (such as mechanical break downs) which cause a substantial increase in the time required to complete a run on a particular day.

A. It is understood and agreed that in establishing the projected “average elapsed time” for each route the Administration will use the following factors and rates:

- 1) 25 M.P.H. in all residential areas
- 2) 35 M.P.H. on all gravel roads
- 3) 45 M.P.H. on all blacktop roads
- 4) 25 seconds for each pickup stop
- 5) 5 seconds for each additional student at each pickup stop
- 6) 2 minutes for each turn-around

### **ARTICLE 34** **EXPENSES AND REIMBURSEMENT**

- (A) Employees required to work at more than one location during a day shall be reimbursed at the IRS rate for miles traveled between locations during working hours when it is necessary that a private vehicle be used.
- (B) The Employer agrees to reimburse a regular employee for the cost of renewal of his/her chauffeur's and CDL license when the license is required for the job assignment. The Employer agrees that upon the employee submitting proof of passing the test for the CDL, it will reimburse that employee on the next regular reimbursement check run.
- (C) The Employer agrees to provide an annual tool allowance of four hundred dollars (\$400) for each mechanic.
- (D) Reimbursement for current head cooks taking the certification test will be reimbursed one time. The employer agrees to reimburse the cost of the Health Department's Certification Test for Head Cook once a current employee is awarded the position.
- (E) The Employer agrees that it will fully pay for any physical examinations required as a condition of continued employment and will provide the doctor to perform the physical examination. If the employee chooses to use a doctor of his/her choice, the Employer agrees that it will pay the same rate for the employee's doctor that it pays for the Employer's doctor to give the physical examination, including all TB tests required. The Employer agrees that it will publish and post in each bus garage the physical examination rate that is being paid.

- (F) Employees may attend workshops or in-service sessions when such sessions are connected with their job responsibilities, or performance. Payment of fees and lost time is contingent upon proper approval by the Employer. The Employer agrees to give every effort to accommodate the certifications needs of specialized paraprofessionals during regularly scheduled professional development events.

**ARTICLE 35**  
**MISCELLANEOUS PROVISIONS**

(A) Evaluation of Employees

- (1) Evaluation - Each bargaining member, upon his/her employment or at the beginning of the work year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. A bargaining unit member's evaluation shall be based on formal and informal observation and may include input from administrative and teaching staff who have a direct interest and responsibility in areas related to the bargaining unit member's assignment.

Any formal observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member. (Formal observations shall be for the period of time that accurately samples the bargaining unit member's work.)

Bargaining unit members will be evaluated at least once every two (2) years but may be evaluated more often at the discretion of the bargaining unit member's primary supervisor.

- (2) Written Evaluation - All evaluations shall be reduced to writing and a copy given to the bargaining unit member by May 30 in any year the bargaining unit member is evaluated. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response that shall be attached to the file copy of the evaluation in question.

If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons shall be set forth, and shall include suggestions regarding ways in which the bargaining member may improve.

- (3) Evaluation Conferences - Following each completed evaluation, a conference shall be held with the bargaining unit member. The bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.

- (4) Termination - In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons in writing, with a copy to the Association.
- (B) Job Descriptions: The Employer agrees to meet and confer on a regular basis (e.g., semi-annually) with employees in the various classifications for the purpose of describing and clarifying the qualifications and characteristic responsibilities of the jobs covered by this Agreement, subject to final determination as provided in Article 37(J).
- (C) Annuities: An employee may at his/her option choose to have a portion of their pay deducted and paid into an annuity program. An approved annuity listing is available from the business office.
- (D) Jury Duty: An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay, provided proof is given.
- (E) Veterans: The re-employment rights of employees and probationary employees who are veterans will be in accordance with all applicable laws and regulations.
- (F) Bulletin Boards: The Employer will provide bulletin boards in each building which may be used by the Association for posting notices of the following types:
1. Notices of recreational and social events.
  2. Notices of elections.
  3. Notices of results of elections.
  4. Notices of meetings.
  5. Any other Association business.
- (G) Safety Committee: A safety committee of employees and the Employer representatives is hereby established. This committee will include the Stewards and shall meet at mutually agreed upon times, for the purpose of making recommendations to the Employer. The Association president shall be a member of this committee.
- (H) Computation of Benefits: All regularly scheduled hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.
- (I) Snow plowing will be done at the Employer's discretion and the Employer may determine the employee to do snow plowing from within the custodial/maintenance classification only.
- (J) The Association and the Employer have agreed to form a classification committee to re-write and update all job qualifications and descriptions covered by this

Agreement. Upon completion of this work, such qualifications and descriptions will be submitted to the bargaining unit for ratification.

- (K) The Association agrees that school term employees are not eligible for unemployment compensation during normal school breaks, i.e., summer recess, Christmas, spring or Easter break.
- (L) Drug Free Workplace Policy: The parties agree to and subscribe to the concept of a drug free workplace. To these ends, it is understood that any employee of the Chippewa Hills School District who is found to be in possession or under the influence of a legally controlled substance (drugs or alcohol), may be subject to discipline up to and including discharge.
- (M) Emergency Financial Manager – Pending the continued validity of Public Act 4 of 2011, an emergency financial manager appointed under the Local Government and School District fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Accountability Act.

The parties further agree that in the event that either party feels that a problem exists at the Chippewa Hills School District in relationship to an employee's involvement with legally controlled substances (drugs or alcohol), that by the request of either party, they will meet and discuss the possible implementation of an employee assistance program. This paragraph by no means obligates either party to the implementation of said program.

As a result of this contract, the Board agrees to not privatize any CHSPA group for the duration of this contract. It is possible that bids may have to be sought to comply with legislation to receive best practices incentive funds.

**ARTICLE 36**  
**TERMINATION AND MODIFICATION**

This agreement shall become effective upon ratification and shall remain in full force and effect until 12:00 midnight December 31, 2018.

- (A) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- (B) If neither party shall give such notice, this Agreement shall continue in full force and effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.
- (C) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.
- (D) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Agreed upon this date, \_\_\_\_\_.

CHIPPEWA HILLS SCHOOL DISTRICT

CHIPPEWA HILLS SUPPORT  
PERSONNEL ASSOCIATION  
MEA/NEA

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APPENDIX 1  
GRIEVANCE FORM

Grievant Name: \_\_\_\_\_ Building: \_\_\_\_\_  
Grievance Number: \_\_\_\_\_ Date Filed: \_\_\_\_\_

STEP 1: IMMEDIATE SUPERVISOR

Date Grievance Occurred: \_\_\_\_\_

Statement of  
Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Articles/Sections of Agreement claimed to have been violated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief or Remedy Requested \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Association Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Decision of Supervisor/Principal  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor/Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date Received by Association: \_\_\_\_\_

Position of Grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STEP 2: SUPERINTENDENT**  
*(if not satisfactorily resolved in Step 1)*

Date Received by Superintendent: \_\_\_\_\_

Date of Meeting with Superintendent: \_\_\_\_\_

Superintendent's Decision: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date Received by Association: \_\_\_\_\_

Position of Grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STEP 3: BOARD OF EDUCATION**  
*(if not satisfactorily resolved in Step 2)*

Date Received by Board of Education or Designee: \_\_\_\_\_

Date of Board of Education Meeting: \_\_\_\_\_

Board of Education's Decision: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Received by Association \_\_\_\_\_

**STEP 4: ARBITRATION**

Date Association Demand for Arbitration Received by Board of Education

\_\_\_\_\_